

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

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**SCOPE OF WORK PROVISIONS**

**FOR**

**LANDSCAPE/IRRIGATION LABORER/TENDER**

**IN**

**IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,  
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA  
BARBARA AND VENTURA COUNTIES**

**AGREEMENT**

**Between**

**THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS  
and its affiliated Local Unions**

#89, San Diego, #220, Bakersfield, #300, Los Angeles,  
#402, Coastal Counties, #507, Long Beach, #585,  
Ventura, #591, Santa Barbara, #652, Santa Ann, #783,  
San Bernardino, Inyo and Mono, #802, Wilmington, #806,  
Pomona, #1082, El Monte, and #1184, Riverside and  
Imperial

**and**

**THE CALIFORNIA LANDSCAPE AND IRRIGATION COUNCIL, INC.**

THIS AGREEMENT entered into this 1st day of October, 1997, by and between the CALIFORNIA LANDSCAPE AND IRRIGATION COUNCIL, INC., hereinafter referred to as the Contractor or C.L.I.C., and the SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and its affiliated Local Unions in the twelve Southern California Counties, hereinafter referred to as the Union.

The Contractor hereby recognizes the Union who is signatory hereto as the sole and exclusive collective bargaining representative of all employees of the Contractor signatory hereto over whom the Union has jurisdiction. Upon being presented with signature cards showing that a majority of the Contractor's employees covered by this Agreement have designated the Union as their exclusive representative for purposes of collective bargaining, the Contractor shall furnish to the Union a letter granting to the Union such recognition. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, timekeepers, messengers, office workers, or any employees of the Contractor above the rank of craft foreman. Master mechanic is defined as any person performing mechanical work on a full-time basis such as maintaining and repairing tractors and motor vehicles and who performs no landscape work.

The Union hereby recognizes the California Landscape and Irrigation Council as the sole and exclusive collective bargaining representative for all present and future members, and/or other Contractors who may designate the California Landscape and Irrigation Council as their representative. RECEIVED  
Department of Industrial Relations

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ARTICLED I  
COVERAGE

A. GEOGRAPHIC COVERAGE. This Agreement Shall apply to and cover all employees of the Contractor employed in the classifications appearing in Article XIII in the eleven Southern California Counties, namely, Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, and Kern, and on the following offshore islands: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Clemente Island, San Miguel Island, Santa Rosa Island, Anacapa Island and Santa Barbara Island, all offshore manmade islands and drilling platforms.

B. CONTRACTOR'S YARD. All work performed in the Contractor's warehouses, shops or yards which have particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement and all of the production or fabrication of materials by the Contractor for use on the project shall be subject to the terms and conditions of this Agreement.

C. Manhole building shall be performed by bargaining unit employees qualified to perform manhole building. The Contractor may subcontract such work to a licensed contractor whose bargaining unit employees shall perform such work. Such subcontract shall in all ways comply with the Article of this Agreement dealing with subcontracting. Bargaining unit employees shall receive wages and benefits equivalent to, or greater than, those contained in this Agreement for unit employees performing such work. In either case, the bargaining unit employees shall receive benefits for actual hours worked, as set forth in this Agreement .

D. SUBCONTRACTING, EMPLOYEE RIGHTS, UNION STANDARDS AND WORK PRESERVATION .

1. The purposes of this Section are to preserve and protect the work opportunities normally available to employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen negotiated over many years, and preservation of the right of Union employees, employed hereunder.

2. Definition of Subcontractor. A subcontractor is defined as any person (other than an employee covered by this Agreement) , firm or corporation, holding a valid state contractor's license where required by law, who agrees orally or in writing to perform, or who in fact performs for or on behalf of an individual Contractor, or the subcontractor of an individual Contractor, any part or portion of the work covered by this Agreement.

Article VI hereof. If a Steward is laid off without notifying the Business Representative and the above procedure is not followed, the Contractor shall pay the Steward his regular wages for all days lost by this layoff.

The Steward is to receive grievances or disputes from employees of his craft and shall immediately report them to his Business Agent who shall immediately attempt to adjust said grievance or dispute with the Contractor or his representative.

If the grievance or dispute is not satisfactorily adjusted by the Business Agent and the Contractor or his representative within three (3) days, either party may refer the matter to the grievance procedure provided in Article VI hereof.

B. The Contractor agrees and understands that the Steward is not a representative of the Union, but of the employees on the job on which the Steward is employed. The sole grant of authority to the Steward by the Union is set forth in Paragraph A above. The Steward has no other authority expressed or implied, granted by the Union.

#### ARTICLE VIII HOLIDAYS

The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the Laborers' holiday overtime rate. No work shall be required on Labor Day except in cases of extreme urgency when life or property is in imminent danger. At such a time as Federal laws designate certain of the foregoing holidays to be celebrated on Monday, the same shall apply to this Agreement .

#### ARTICLE IX WORK COVERED

A. The landscape industry is defined as follows: Decorative landscaping, such as decorative walls, pools, ponds, reflecting units, lighting displays low voltage, handgrade landscaped areas, tractor grade landscaped areas, finish rake landscape areas, spread top soil, build mounds, trench for irrigation manual or power, layout for irrigation, backfill trenches, asphalt, plant shrubs, trees, vines, set boulders, seed lawns, lay sod, use ground covers such as flated plant materials, rock rip rap, colored rock, crushed rock, pea gravel, and any other landscapable ground covers, installation of header boards and cement mowing edges, soil preparation such as wood shavings, fertilizers, organic, chemical or synthetic, top dress

ground cover areas with bark or any wood residual or other specified top dressing, operation of any equipment, as directed by the contractor, for the installation of landscaping and irrigation work.

1. In addition to the above paragraph, the work covered shall include but not be limited to all work involved in the distribution, laying, and installation of landscaping irrigation pipe, the installation of low voltage automatic irrigation and lawn sprinkler systems, including but not limited to, the installation of automatic controllers, valves, sensors, master control panels, display boards, junction boxes and conductors including all components thereof .

2. Installation of valve boxes, thrust blocks, both precast and poured in place, pipe hangers and supports incidental to the installation of the entire piping system.

3. Start-up testing, flushing, purging, water balancing, placing into operation all piping equipment, fixtures and appurtenances installed under this Agreement.

4. Any line inside a structure which provides water to work covered by this Agreement, including piping for ornamental pools and fountains when done in conjunction with landscaping .

5. All piping for ornamental stream beds, waterways and swimming pools.

6. All temporary irrigation and lawn sprinkler systems .

The work Covered by the terms of this Agreement include the driving of vehicular equipment and the delivery and distribution of materials to and from jobs in and around all jobsites.

B. It is agreed that work covered by the following agreements, Laborers', Plaster Tenders, Brick Tenders, Tunnel, Gunite, Housemovers, Striping, and Fence are a part of the work description covered by this Agreement and are a part of the bargaining unit work covered by this Agreement. To the extent that any work covered by such agreement is encompassed by any construction agreement being performed by or let to the Contractor, such other wages, hours and economic terms of employment shall be considered a part of this Agreement by reference. It Is agreed that the foregoing work is unit work and as such the subcontracting provision of Article I shall be applicable to such work.

hours worked by or paid to such key Laborers for the duration of the job for which they were transferred.

**ARTICLE XIII  
CLASSIFICATIONS  
WAGE RATES AND OVERTIME**

The following hourly wage rates shall apply to the following classifications on all work covered by the terms of this Agreement performed by Laborers.

A. Overtime Rates. Time and one-half, except Sundays and holidays which are double time.

B. Foremen. All Landscape/Irrigation Laborer Foremen shall be paid not less than one dollar (\$1.00) per hour more than the hourly wage rate of the highest classification over which they have leadership. The selection of the employee who will be the Laborer Foreman is at the sole discretion of the Contractor. Where the employees of the Contractor employed on the project are predominantly Laborers and performing Laborers' work, the employee selected by the Employer to be foreman shall be an employee employed under the terms of this Agreement and shall receive the Laborer Foreman's wage rate. The Laborers Foreman may work with the tools of the trade.

C. The following conditions apply to the use of the Tenders classification for Landscape/Irrigation work:

1. Tender work - Tenders may only perform the following work on landscape/irrigation projects.

Assisting the Landscape Laborer with the wire installation, unloading of materials, distribution of pipe, staking of sprinkler heads and risers, the setting of valve boxes and thrust block, both precast and poured in place, cleaning and backfilling trenches with a shovel, cleanup and watering during construction, and all other landscaping, and all work involved in laying and installation of landscape irrigation systems.

2. The first employee shall be a Landscape/Irrigation Laborer. The second employee may be a Tender. Thereafter, Tenders may be employed with Landscape/Irrigation Laborers on a 50/50 ratio.

3. In the event a Contractor performing Landscape/Irrigation work violates the Landscape/Irrigation Tender manning ratio specified in Paragraph 2 . above or Footnote A of the tender classification and ratio, the Landscape/Irrigation Contractor will be required to pay the full Landscape/Irrigation Laborers Wage rate and benefits on all such work performed on the project.